

RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY APPROVING
DISPOSITION OF PARCEL 6 IN THE GOVERNMENT CENTER PROJECT AREA

WHEREAS, on June 27, 1962, the Authority approved a Letter of Understanding with the Government Center Commission of the City of Boston with respect to disposition of Parcel 6 in the Government Center Project Area for construction of a new City Hall; and

WHEREAS, said Letter contemplated that a Land Disposition Agreement substantially in the form attached thereto would be executed between the Parties; and

WHEREAS, the proposed purchase price for said Parcel of \$900,000 (not including any credits for project work performed by the developer) is based upon two independent appraisals of the value of said Parcel for uses in accordance with the Urban Renewal Plan for the Government Center.

NOW THEREFORE BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the said Land Disposition Agreement for Parcel 6 is satisfactory, and the Development Administrator is hereby authorized to execute such Agreement on behalf of the Authority substantially in the form presented to this meeting, subject to concurrence of Housing and Home Finance Agency, and subject to prior public disclosure as required by Title I of the Housing Act of 1949 as amended.
2. That the proposed price of \$900,000 (not including any credits for project work performed by the developer) is hereby approved and determined to be not less than the fair value of the Parcel for uses in accordance with the Urban Renewal Plan.
3. That the Government Center Commission of the City of Boston possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan.

LAND DISPOSITION AGREEMENT

THIS AGREEMENT, made and entered into the 12th day of Sept, 1963 by and between BOSTON REDEVELOPMENT AUTHORITY, and the CITY OF BOSTON, acting by and through the GOVERNMENT CENTER COMMISSION created by St. 1958, ch. 624.

WHEREAS the Government Center Commission has determined that the parcel of land located in the City of Boston, hereinafter called "The Property", constitutes a suitable site for a new city hall for the City of Boston, and the Commission desires to acquire such site in the name and on behalf of the City, and to redevelop such land, for such purpose.

WITNESSETH THAT the parties hereto have agreed as follows:

ARTICLE I.

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings, respectively ascribed to them below:

- (a) "City" shall mean the City of Boston, Massachusetts
- (b) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate, created pursuant to Chapter 121, Section 26QQ of the Massachusetts General Laws (Ter. Ed.), as amended, and shall include any successor in interest, whether by act of a party to this Agreement or by operation of law or otherwise.
- (c) "Redeveloper" shall mean the City of Boston, acting by and through said Government Center Commission, and shall include any successor in interest or assign whether by act of a party to this Agreement or by operation of law or otherwise.

(d) "The Property" shall mean Parcel 6 of the Government Center Project area, described in Exhibit A attached hereto and made a part hereof and shown on a map entitled "Property Line Map, Parcel 6", prepared by Whitman and Howard, Inc., dated June 12, 1963, revised 11 July 1963, which map is attached hereto as Exhibit D.

(e) "Plan" shall mean the Government Center Urban Renewal Plan duly adopted in accordance with Chapter 121 of the General Laws as amended, and as said Plan may be amended in accordance with the provisions thereof. The "term of the Plan" shall mean the period commencing upon the approval of the Plan by the City Council and expiring as therein provided. For the purposes of this Agreement, "Plan", until official adoption of the Government Center Urban Renewal Plan, shall mean the Land Use Provisions, Planning Objectives, and Building Requirements attached hereto as Exhibit B, (which provisions and requirements shall be superseded by said Urban Renewal Plan upon its due adoption).

(f) "Preliminary plans and outline specifications" shall mean the preliminary architectural drawings and specifications for the improvements to be constructed on The Property, dated January 28, 1963, submitted to the Government Center Commission by the Architects and Engineers for the Boston City Hall, and submitted to and approved by the Authority on January 30, 1963, on file at the office of the Authority

ARTICLE II

TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

Subject to all the terms, covenants and conditions of this Agreement, the Authority covenants and agrees to sell and convey, and the Redeveloper covenants and agrees to purchase, The Property.

Section 202: Condition of Land to be Conveyed

(a) The Authority agrees that, at the time of sale and conveyance and delivery of possession of The Property

it shall, be free and clear of all buildings, structures and improvements except streets, sidewalks, MTA facilities, and walls and foundations below the surface of the ground, and that all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner. The Property shall be uniformly graded and left free of mounds and depressions, and the finished surface shall be rough graded so as to conform approximately to the street elevations of the area as they now exist.

(b) Except as otherwise specifically provided in Section 306 hereof the Authority agrees that it shall, without expense to the Redeveloper, provide or cause to be provided the public utility adjustments called for in the Plan in a timely manner so as not to impede the construction of the improvements on The Property.

Section 203: Purchase Price and Payment Thereof

(a) The purchase price for The Property shall be \$900,000 and shall be paid to the Authority upon delivery of the deed and possession of The Property to the Redeveloper.

(b) Payment shall be in cash or certified check drawn to the order of the Authority.

by the Authority.

Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of The Property, and the purchase of the same by the Redeveloper, shall, subject to the provisions of Section 206, take place on Sept. 12, 1963, at a closing to be held at the office of the Authority or such other place as the Authority may designate; provided, however, that the sale and conveyance and delivery of possession of The Property to the Redeveloper may take place at an earlier or later date upon agreement of the parties hereto.

Section 205: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title to The Property, free and clear of all liens and encumbrances (other than easements existing of the Metropolitan Transit Authority for the construction, location, relocation, operation and maintenance of underground transportation facilities within and through the Project Area) but subject to all conditions, covenants and restrictions set forth or referred to in this Agreement and the Plan or in either thereof. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to The Property from the Authority to the Redeveloper, and any such deed shall not be deemed to affect or impair the provisions and covenants of this agreement.

Section 206: Default by Authority

In the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of The Property as provided for herein, all

of the obligations of the parties hereunder shall cease and this Agreement shall be void and without recourse to the parties hereto, unless the Authority shall elect to use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the Authority shall give written notice thereof to the Redeveloper at or before the time for performance by the Authority hereunder, and thereupon the time for the performance by the Authority shall be extended for a period of ninety (90) days or such longer period as the Authority and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title as the Authority can deliver to The Property and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the Authority shall be unable to give title or to make conveyance or to deliver possession as herein provided, all of the obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. The acceptance of a deed by the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation of the Authority herein contained, except such as are, by the express terms hereof, to be performed after the delivery of the deed.

ARTICLE III

RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns, covenants, promises and agrees:

- (1) to devote the Property to the uses specified in the Plan;

- (2) not to use or devote The Property or any part thereof for any use other than the uses or purposes specified in the Plan, or contrary to any of the applicable limitations or requirements of the Plan;
- (3) not to effect or execute any covenants, agreement, lease, conveyance or other instrument whereby The Property or any improvement thereon is restricted upon the basis of race, religion, creed, color, or national origin or ancestry in the sale, lease or occupancy thereof;
- (4) to comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease or occupancy of the Property;
- (5) not to discriminate upon the basis of race, color, creed or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon or any part thereof.

(b) The covenants in subsection (a) of this Section shall be covenants running with the land.

(c) The covenants in subdivisions (1) and (2) of subsection (a) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan; and the covenants in subdivisions (3), (4) and (5), and all rights and obligations under any of said covenants, shall terminate upon the expiration of one hundred (100) years from the date of the deed from the Authority to the Redeveloper; provided, however, that the provisions of this subsection shall not abate, or be a ground for abatement of any action, suit, or other legal proceeding instituted prior to the termination of the covenants.

Section 302: Improvements and Submission of Plans

(a) The Property shall be used for the construction of a new city hall for the City, such improvements to be built in accordance with the approved preliminary plans and outline specifications and the applicable planning and design objectives and land use and building requirements of the Plan and all applicable state and local laws and regulations.

(b) The Redeveloper has submitted to the Authority final plans and specifications for the foundation of the building to be constructed, which final plans and specifications are acceptable to the Development Administrator.

(c) Within 120 days after the execution of this Agreement, the Redeveloper shall submit to the Authority final plans and specifications for the superstructure of the building prepared in conformity with the approved preliminary plans and outline specifications and the applicable planning and design objectives and land use and building requirements of the Plan, and this Agreement.

The Authority shall review and approve or disapprove such final plans and specifications and shall within 30 days notify the Redeveloper of its approval or disapproval in writing, setting forth in detail any grounds for disapproval. If such final plans and specifications are in accordance with the approved preliminary plans and outline specifications, the Plan, and this Agreement, the Authority shall not unreasonably withhold its approval of the plans and specifications as submitted. If no grounds of disapproval are delivered in writing to the Redeveloper within thirty (30) days after submission of the final plans and specifications or any resubmission thereof as hereinafter provided, such final plans and specifications shall be deemed approved.

In the event of a disapproval, the Redeveloper shall, within fifteen (15) days after the date the Redeveloper receives written notice of such disapproval, resubmit the final plans and specifications altered to meet the grounds of disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the procedure hereinabove provided for an original submission, until final plans and specifications shall be approved by the Authority; provided, however, that the Redeveloper shall submit final plans and specifications which meet the requirements of this subsection and the approval of the Authority within 150 days after the execution of this Agreement.

(d) No work shall be commenced on the construction of the superstructure until the approval by the Authority of final plans and specifications therefor as provided in subsection (c) hereof, or such other time as shall be mutually agreed by the Redeveloper and the Authority, and no work on the improvements shall be done unless such work conforms in every respect to the approved final plans and specifications therefor except that such final plans and specifications may be modified by the Redeveloper from time to time without the approval of the Authority so long as the improvements to be erected shall be in conformity with the applicable planning and design objectives and land use and building requirements of the Plan and shall be in substantial conformity with the final plans and specifications approved by the Authority. In the event the Redeveloper shall fail to comply with the foregoing requirements, the Authority may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the improvements erected or being erected on The Property as are not in conformance with the approved final plans and specifications or any approved modifications thereof, as to bring them into conformance therewith. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with construction of the improvements until such directive is complied with. Any delays in completion of the improvements resulting from such modifications or reconstruction shall not be a ground for the extension of the time limits of construction on The Property as provided for in Section 303 of this Agreement.

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Section 303: Time for Commencement and Completion of Construction

(a) The Redeveloper shall begin the construction of the improvements on The Property in accordance with the approved final plans and specifications referred to in Section 302 (b) hereof within thirty (30) days after delivery of the deed and possession of The Property to the Redeveloper; shall thereafter diligently prosecute the construction of the improvements on The Property to completion; and shall, in any event, complete such construction not later than thirty-six (36) months after the commencement thereof.

(b) Subsequent to the execution of this Agreement and until the construction of the improvements has been completed, the Redeveloper shall make, in such detail as may reasonably be required by the Authority, a report in writing to the Authority every six (6) months as to the actual progress of the Redeveloper with respect to such construction. After the sale and conveyance and delivery of possession of The Property to the Redeveloper and during the period of construction, the work of the Redeveloper shall be subject to inspection by representatives of the Authority and of the United States of America.

(c) Prior to the sale and conveyance and delivery of possession of The Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

(d) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the improvements on The Property shall be covenants running with the Land.

Section 304: When Improvements Completed

The building of improvements on The Property shall be deemed completed for the purposes of the Agreement when the improvements required of the Redeveloper by the provisions of this Agreement have been built and are substantially ready for occupancy and shall incontestably be deemed completed for the purposes of this Agreement upon the issuance of a Certificate of Completion by the Authority, in such form as will enable it to be recorded in the Suffolk Registry of Deeds.

Section 305: Non-Discrimination in Carrying Out of Improvements

The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the Improvements in accordance with the provisions of this Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this non-discrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Redeveloper will include the provisions of Paragraphs (a) through (c) of this Section in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be. For the purpose of including such provisions in any construction contract or subcontract, as required hereby, the term "Redeveloper" and the term "Agency" may be changed to reflect appropriately the name or designation of the parties to such contract or subcontract.

Section 306. Demolition and Removal of Adams Square Facilities
and Reimbursement for Cost Thereof

(a) In connection with construction of the improvements hereunder, the Redeveloper agrees to provide for the demolition and removal of the so-called Adams Square facilities of the MTA and such reconstruction and waterproofing of the Washington Street Tunnel as are required by reason of said demolition and removal of the Adams Square facilities, all in accordance with the final plans and specifications therefor, included in the final plans and specifications for the foundation of the building to be constructed, referred to in Section 302 (b) hereof; and the Authority agrees to reimburse the Redeveloper for the costs thereof; provided, however, that the Authority shall not be responsible for costs incurred for excavation where such excavation would normally and customarily be performed in connection with excavations for the building to be constructed, or any other costs not directly attributed to and necessitated by such demolition, removal, reconstruction, or waterproofing hereinbefore described. Such work shall be performed contemporaneously with construction of said foundation, and shall be considered part of the required improvements to be constructed hereunder for the purposes of Sections 302, 303, and 304 hereof.

(b) With respect to such work, the Redeveloper shall, upon the completion thereof, submit a requisition to the Authority, specifying in detail the work performed and the actual itemized cost thereof; such requisition shall be accompanied by a certificate of the Architects and Engineers for the New Boston City Hall that such requisition is accurate, that the itemized costs therein are eligible for reimbursement pursuant to subsection (a) hereof, and that the work has been finally completed in accordance with said final plans and specifications therefor.

(c) Within 50 days after receipt of such requisition and certifications by the Redeveloper and by the Architects and Engineers for the New Boston City Hall, the Authority shall pay to the Redeveloper the amount of such requisition.

Section 401: General Terms Relating to Transfer of
Interest in Property by Redeveloper

The Redeveloper shall not, prior to the completion of the construction of the improvements on The Property, make, or suffer to be made, any assignment or any manner of transfer of its interest in The Property or portion thereof or in this Agreement, other than transfers to other boards, commissions, or agencies of the City, and other than contracts or agreements to be performed subsequent to such completion, except upon compliance with the following:

- (1) The transferee or transferees shall have been approved as such in writing, by the Authority;
- (2) The transferee or transferees, by valid instrument in writing, satisfactory to the Authority, shall have expressly assumed, for themselves and their successors and assigns and directly to and for the benefit of the Authority, all obligations of the Redeveloper provided for in this Agreement, provided, however, that the fact that any transferee shall, whatever the reason, not have assumed such obligations, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee of or from such obligations or deprive or limit the Authority of or with respect to any rights or limitations or controls with respect to The Property or the construction of the improvements;
- (3) Any consideration obtained by the Redeveloper from the transferee or transferees in excess

of an amount representing the actual cost to the Redeveloper of the interest transferred, including the cost of any improvements made thereon and carrying charges, shall be paid over to the Authority.

- (4) The Redeveloper and its transferee or transferees shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the Massachusetts Housing Authority Law and the Plan.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 501: Finality of Approvals

Where, pursuant to this Agreement, any document of or proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval or notice of satisfaction was given.

Section 502: How Agreement Affected by Provisions Being Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

Section 503: Covenants to be Enforceable by Authority

Any covenant herein contained which is expressed to be a covenant running with the land

shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority against the Redeveloper. In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants both for and in its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

Section 504: Parties Barred From Interest in Project

No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

Section 505: Authority's Members and Officers Barred From Interest

No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

No member, official or employee of the Authority shall be personally liable to the Redeveloper in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or on any obligations under the terms of this Agreement.

Section 506: Agreement Binding on Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of the respective successors and assigns of the parties hereto.

Section 507: Waivers

Any right or remedy which the Authority or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the Authority or by the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived.

Section 508: Amendments

This Agreement may be amended only by a written document, duly executed by the parties hereto, evidencing the mutual agreement of the parties hereto to such amendment.

Section 509: Notices

Whenever under this Agreement notices, approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such notices, approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent to the other party by registered or certified mail, postage prepaid, and addressed as follows or in such other manner or to such other address as the other party shall direct by prior notice:

If to the Redeveloper - Government Center Commission
City Hall
Boston, Massachusetts

If to the Authority - Boston Redevelopment Authority
City Hall Annex
Boston, Massachusetts
c/o Edward J. Logue,
Development Administrator

Section 510: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of The Property for redevelopment or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and ~~unusually~~ severe weather or delays of subcontractors due to ~~such~~ causes it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of The Property for redevelopment or of the Redeveloper with respect to construction of the improvement, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well.

IN WITNESS WHEREOF, on the 12th day of Sept, 1963, at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be

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signed, sealed and delivered by their duly authorized officers, respectively.

S gned, sealed and delivered in the presence of:

Edward R. Malety

BOSTON REDEVELOPMENT AUTHORITY

By Edward R. Malety
Development Administrator

CITY OF BOSTON, Acting by and through the
GOVERNMENT CENTER COMMISSION

By Robert W. Morgan
Chairman

Approved:

John F. Collins
Mayor, City of Boston

Approved as to form:

William A. McDermott *Acting*
Corporation Counsel, City of Boston

APPROVED AS TO
AVAILABILITY OF APPROPRIATION

Temporary

CITY AUDITOR

Approved as to form:

John C. Conley
General Counsel, Boston Redevelopment Authority

CHARGE TO:			
APPROPRIATION CODE			
GROUP	DEPT.	BUDGET	
		Object	Program
6	51-22		

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Sept 12, 1963

Then personally appeared before me the above-named

EDWARD J. LOGUE

who executed the foregoing Agreement on behalf of Boston Redevelopment Authority and acknowledged the same to be his free act and deed and the free act and deed of Boston Redevelopment Authority.

Victor Brocna
Notary Public

My commission expires: *Dec. 6, 1963*

VICTOR BROCNA

7/2/63

CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on July 10, 1963 and duly recorded in this office:

The Development Administrator distributed copies of a memo dated July 10, 1963 re Disposition Agreement with City Government Center Commission, attached to which were copies of a Resolution approving disposition of Parcel 6, Government Center Project. Said Resolution was read in full and considered.

On motion by Mr. Colbert, seconded by Mr. Ryan, it was unanimously

VOTED: to adopt a Resolution entitled Resolution of the Boston Redevelopment Authority Approving Disposition of Parcel 6 in the Government Center Project Area.

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the _____ to which this certificate is attached is in substantially the form as that presented to said meeting.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

(6) That _____ is the _____ Chairman of this Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this 12th day of September 1963.

BOSTON REDEVELOPMENT AUTHORITY

BY

Kaus Jim m ai
Secretary

RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY APPROVING
DISPOSITION OF PARCEL 6 IN THE GOVERNMENT CENTER PROJECT AREA

WHEREAS, on June 27, 1962, the Authority approved a Letter of Understanding with the Government Center Commission of the City of Boston with respect to disposition of Parcel 6 in the Government Center Project Area for construction of a new City Hall; and

WHEREAS, said Letter contemplated that a Land Disposition Agreement substantially in the form attached thereto would be executed between the Parties; and

WHEREAS, the proposed purchase price for said Parcel of \$900,000 (not including any credits for project work performed by the developer) is based upon two independent appraisals of the value of said Parcel for uses in accordance with the Urban Renewal Plan for the Government Center.

NOW THEREFORE BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the said Land Disposition Agreement for Parcel 6 is satisfactory, and the Development Administrator is hereby authorized to execute such Agreement on behalf of the Authority substantially in the form presented to this meeting, subject to concurrence of Housing and Home Finance Agency, and subject to prior public disclosure as required by Title I of the Housing Act of 1949 as amended.
2. That the proposed price of \$900,000 (not including any credits for project work performed by the developer) is hereby approved and determined to be not less than the fair value of the Parcel for uses in accordance with the Urban Renewal Plan.
3. That the Government Center Commission of the City of Boston possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan.



REGION I

HOUSING AND HOME FINANCE AGENCY

OFFICE OF THE REGIONAL ADMINISTRATOR

346 Broadway

New York 48, New York - 10013

Kerner
Salk
Maletz

September 11, 1963

Mr. Edward J. Logue
Development Administrator
Boston Redevelopment Authority
1108 City Hall Annex
Boston 8, Massachusetts

Dear Mr. Logue:

Subject: Project No. Mass. R-35
Government Center
Reuse Parcel 6

Your letter of September 10, 1963 has been received. We have reviewed the comments contained therein relating to the subject transaction and find them satisfactory. The documentation needed to convey subject parcel is now complete and in proper form. The disposition of Parcel 6 to the Government Center Commission of the City of Boston is hereby approved.

Sincerely yours,

Acting Charles J. Horan
Regional Director of Urban Renewal

September 11, 1963

At a meeting of the members of the Government Center Commission, duly called and held at 1 Court Street, Boston, on the 11th day of September, 1963, at which a quorum was present and acting, it was

VOTED, That the Chairman, Robert M. Morgan, be and hereby is authorized and empowered to sign, seal, acknowledge and deliver, in and on behalf of the Government Center Commission of the City of Boston and the City of Boston, a Land Disposition Agreement with the Boston Redevelopment Authority, in connection with the sale of Parcel 6 in the Government Center Project Area, from the Boston Redevelopment Authority to the City of Boston.

I do hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect as of this date, and that Robert M. Morgan is the duly appointed chairman of this commission.

Attest:

John E. Brady
Secretary

Fidelity Union Bank

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Sept 12, 1963

Then personally appeared before me the above-named

ROBERT M. MORGAN

who executed the foregoing Agreement on behalf of the
City of Boston and acknowledged the same to be his
free act and deed and the free act and deed of the
City of Boston, acting by and through the Government
Center Commission.

Victor Brocna

Notary Public

My commission expires: *Dec 6, 1967*

VICTOR BROCNA

EXHIBIT A

Description of Parcel 6 of Government Center Project Area

A certain Parcel of Land situated in Boston, Suffolk County, Massachusetts, being shown as Parcel No. 6 on a plan dated June 12, 1963, by Whitman and Howard, Inc., Engineers, said plan being recorded herewith.

Said parcel is bounded and described as follows:

Beginning at the point N495758.481 and E719192.675 referenced to the Massachusetts Coordinate System and running N7°-9'-20"W a distance of 356.85 feet to the point N496112.551 and E719148.225; thence turning and running N64°-07'-47"E a distance of 306.83 feet to the point N496246.431 and E719424.295; thence turning and running southeasterly on a 950.00 foot radius curve a distance of 138.26 feet to the point N496111.017 and E719451.645; thence turning and running S7°-15'-00"E a distance of 124.28 feet to the point N495987.723 and E719467.329; thence turning and running southeasterly on a 1500.00 foot radius curve a distance of 157.04 feet to the point N495833.254 and E719495.256; thence turning and running S13°-14'-55"E a distance of 35.80 feet to the point N495798.410 and E719503.460; thence turning and running S82°-40'-44"W a distance of 313.340 feet to the point and place of beginning.

Containing 122,926 square feet according to said Plan.

A portion of said parcel is registered land described in the following Certificate of Title, issued by the Suffolk Registry District of the Land Court:

A part of the land described in Certificate of Title No. 70295 and shown as Parcel No. 2 on Land Court Plan No. 19051 (B).

Subject to existing easements in so far as in force and applicable.

EXHIBIT B

LAND USE PROVISIONS, PLANNING OBJECTIVES, AND BUILDING REQUIREMENTS

I. PLANNING AND DESIGN OBJECTIVES

A. Introduction

The general planning and design objectives of the Government Center Project are:

1. Revitalization of a key portion of downtown Boston through clearance, redevelopment and rehabilitation, thereby eliminating a decadent and sub-standard area;
2. Functional integration of new governmental facilities, supported by new private office facilities and ancillary consumer and business service facilities;
3. Introduction of new economic strength in the Government Center Project Area, thereby creating an effective center of activity functionally linked to the Retail Core, the Financial District, the Waterfront, the North Station, the Beacon Hill Governmental District, and the nearby residential areas of Beacon Hill and the West and North Ends.
4. Provision of adequate vehicular access to Government Center in order to emphasize the importance of Government Center to the entire Boston Peninsula, while at the same time improving mass transit and pedestrian access into and movement within the Project Area;
5. Creation of design continuity between the public and private parcels in order to heighten an awareness of the essential inter-relation of all the Government Center buildings, open spaces, and pedestrian and vehicular ways;
6. Creation of a symbol of democratic government and its related institutions in the physical context of the surrounding historical districts, thereby continuing and improving the important role this area has played in the political, social and cultural history of Boston and America.

B. Implementation

These general planning and design objectives will be implemented by:

1. The planning and design of public facilities: circulation systems (pedestrian, vehicular, and mass transit); open spaces; public buildings and other public facilities; and
2. Use and design controls on the disposition parcels, the rehabilitation parcels, and the buildings in the Project Area which are not proposed to be acquired.

Moreover, these general planning and design objectives are supplemented by the specific planning and design objectives set forth below. The developer of each disposition parcel and the owner of each rehabilitation parcel, will be required not only to adhere to the particular controls and restrictions imposed upon his parcel, but also to give adequate consideration to the spirit of these objectives and principles in respect to land use, design, and building controls.

C. Circulation System Objectives

1. Pedestrian Movement

- a. Provide a system of pedestrian paths linking open spaces, private and public buildings, mass transit and other public facilities within Government Center;
- b. Provide a system of pedestrian paths linking Government Center and the adjacent districts of North Station, Quincy Market and the Waterfront, the North End, Beacon Hill, and the State House, the Retail Core, and the new West End Redevelopment Area;
- c. Provide a system of pedestrian paths which can be incorporated into an improved system for Boston's historic Freedom Trail;
- d. Provide a system of pedestrian paths, the principal elements of which are:

- (1) paralleling systems of building arcades, walkways and open spaces starting at Pemberton Square, linking the intersections of Cambridge, Tremont and Court Streets, the Scollay Square MTA Station, Government Center Plaza, the Sears Crescent, new City Hall, Dock Square, and Faneuil Hall (this varied system of open and sheltered walks will eventually tie into the historic Market and Blackstone-Union Streets area and thence the Waterfront on the east, and the North End Freedom Trail elements on the north),
- (2) mid-block open walkway at Washington and State Streets linking new City Hall to the Retail Core and the Financial District via Washington Street,
- (3) systems of arcaded walkways within the building lines of parcels facing Government Center Plaza, east of New Congress and west of Cambridge-Tremont, thus creating protected pedestrian paths serving these parcels while protecting and defining pedestrian movement where adjacent to important streets, and maximum flexibility for pedestrian desires and to give adequate access to all parcels.

2. Vehicular Circulation

a. Provide a rational vehicular circulation pattern which:

- (1) maximizes re-use of existing rights-of way,
- (2) eliminates awkward and dangerous intersections,
- (3) separates different types of vehicular movement according to function, speed, and destination,
- (4) creates super-blocks free of vehicular traffic,

- (5) make disposition sites more practical in terms of construction, loading, off-street parking, and other service standards, and
- (6) creates open spaces free of private vehicular traffic;
- b. Simplify and increase the total carrying capacity of routes by creating a hierarchy of vehicular movement which:
 - (1) discourages through-traffic from using streets within Government Center designed for Government Center private vehicular movement alone, and
 - (2) encourages such movement on the Central Artery and other appropriate through-traffic arteries;
- c. Increase the efficiency of the vehicular connections serving Government Center so as to provide a greater access to the Project Area by:
 - (1) creating at grade level the one-way connector street-pair formed by New Sudbury and New Chardon Streets; and
 - (2) improving the existing State and Court Streets as secondary streets;
- d. Design street width, capacity, pavement and related street equipment, in order to:
 - (1) enhance access to disposition parcels, and
 - (2) relate such designs to the height, massing, facade, treatment and use of disposition parcels;

- e. Minimize disposition parcel access from Cambridge-Tremont, New Congress-Merrimac, New Sudbury, New Chardon, State, and Court Streets. Further improvement of private vehicular access and service systems within the purview of these controls will be accomplished by consultations between the Boston Redevelopment Authority and the disposition parcel developers.

3. Mass Transit

Increase the capacity of the Scollay Square Station to meet the increased numbers of employees, in, and visitors to, Government Center by the construction of a loop designed to allow more cars to enter and leave Government Center within any period of time, and design surface entrances to meet the following three criteria:

- a. that their design harmonize with the design of the immediate area in which they are located,
- b. that they be so located as to maximize access to the station they serve, and
- c. that their design reflect the capacity of the station they serve.

D. Objectives for Public Improvements, Open Spaces and Easements for Public Use

- 1. Provide high standards for the pedestrian's safety, comfort, and access to service elements contained in public spaces and rights-of-way, giving consideration to:
 - a. plant materials, paving and curb treatments, lighting, signs, and other street and open space equipment and furnishings;
 - b. safety at pedestrian crossings and within open spaces;
 - c. street and open space sanitation; and
 - d. climatic comfort in all seasons to the degree feasible.

2. Provide a functional and attractive system of well-defined open spaces knitted into an integrated whole by equally well-organized streets, walkways, and open spaces, giving consideration to:
 - a. the circulation and/or non-circulation function for which they were designed, and
 - b. the unification and functional articulation of the space sequences of the circulation system.
3. Encourage developers of disposition parcels to give consideration to:
 - a. avoidance of setbacks or breaks in building lines which detract from the definition of enclosure or public open space and street space,
 - b. exploitation of building mass, screen walls, overhangs, or landscaping as elements contributing to the definition of public open space and street space,
 - c. enhancement of climatic shelter objectives as they relate to public open space and street space,
 - d. provision of safe pedestrian and auto visibility minimizing curb cuts in public open space and street space areas,
 - e. maximum display of lighted or active portions of buildings toward public open space and street space areas in order to improve night-time safety,
 - f. placement of primary building entrances and approaches and arrangement of internal functions generating public activity in such a way as to generate and augment the purposes of public open space and street space, whether intended for active or passive uses, and

- g. use of architectural materials and scalar treatment of facade and roof lines in modes contributing to unity across and around all sides of the public open space and street space areas.

E. Land Use and Building Controls Objectives

1. Provide a high standard of convenience and mutual interdependence between local, State, and Federal government facilities and services, on the one hand, and private offices and business services on the other hand, maximizing convenient pedestrian access between all parcels, and emphasizing private office space that meets the needs of enterprises requiring Government Center proximity;
2. Provide a high degree of convenience, and self-sufficiency, in Government Center in respect to local retail, personal service, and visitor accommodation facilities, maximizing the vertical and horizontal accessibility of such services from the principal public pedestrian walks and open spaces;
3. Control vehicular traffic generation at a level reasonably related to the presence of mass transportation alternatives, the intense degree of pedestrian movement required in this area, and the limited availability of private vehicular movement channels in the area;
4. Provide an adequate standard of light, air, and open space, and create a total pattern of buildings which is both expressive of contemporary real estate development and harmonious part of historic Boston. (Land use and building controls and restrictions emphasize the potential for buildings of moderate height and great horizontal continuity, both to ensure accessibility to light and air and to affirm the continuity of enclosure of streets and open spaces by long buildings which is characteristic of this part of Boston. The rationale directing the location of tall buildings is based upon an overall area effect

rather than upon similarities or dissimilarities of locational conditions between adjacent parcels. In the overall plan as it relates to tall buildings, principal considerations will be minimizing shadowing of lower buildings, major open spaces and transit interchanges, and utilization of the building as an attractive distant landmark for the location and internal structure of Government Center.)

F. Buildings Objectives

1. Realization of these design objectives depends upon the highest possible level of contemporary architectural design. The individual developer's proposal will be reviewed in terms of its contribution to a suitable present-day city environment, its care for the assets and community values of historical Boston, and the permanence of renewal objectives in terms of aesthetic expression, utilitarian arrangement, and structural soundness. This objective will require the developer to conform to the principles of the overall Project Area design through careful attention to the potentials of the disposition parcel (see especially paragraphs I. D and I. E above), and to the following standards:
 - a. The best modern architectural standards for natural and artificial lighting, acoustics, and mechanical plant should be utilized, as well as sensitive external expression of these factors in order to avoid premature obsolescence.
 - b. Experimentation in the arrangement of uses in a single architectural complex should be undertaken in order to improve on current architectural solutions in respect to mixed land-use sites and in respect to preserving the spatial integrity of the street and defined public open spaces, at least for lower floors facing the space.

- c. New and rehabilitated buildings, as well as buildings proposed to be retained, should harmonize, not only with others sharing the same streets or open spaces, but with surrounding older parts of downtown Boston. Particular note should be taken of the use of curtain walling materials and architectural rhythm and detail of wall openings, relating to dominant local architectural traditions of masonry materials and complex and careful scales of wall openings and details.
 - d. All parapets and roof-top structures should be well organized so as to present an attractive appearance from all points of view, including view from higher buildings.
 - e. New and rehabilitated buildings as well as buildings proposed to be retained should be treated with architectural values on all facades, leaving no facades of inferior material.
2. Two special and fundamental principles with respect to individual architectural considerations are as follows:
- a. Maintenance around Government Center Plaza of a dignified building enclosure of simple roof-line, similar or harmonious materials, and similar scale of facade treatment, providing an unobtrusive common setting over which the new City Hall will be visually dominant and artistically unique; and
 - b. Maintenance and strengthening of a clear visual channel and sequence of related architectural appearances extending from Government Center Plaza to the Waterfront (the latter outside the Project Area) expressing the functional ties between these points of tourist interest and the intervening open spaces as well. It is to be noted that long, moderately-low existing buildings, making heavy use of concrete or granite materials, are frequently found along this line.

II. LAND USE PROVISIONS AND BUILDING REQUIREMENTS

A. General Requirements

1. Applicability: The provisions of this Section shall apply to all property to be made available for redevelopment within the Project Area, and shall be implemented by appropriate covenants in disposition or other documents.

2. Duration of controls, Effective Date and Renewal Provisions:

The provisions and requirements established herein shall be maintained and in effect for a period of 40 years from the date of conveyance of title or the date of the original approval of the Urban Renewal Plan by the City Council, whichever is later, except for Sections 3 and 4 below, which shall remain in effect for a period of 100 years from said date.

3. Restrictive Covenants: No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the Boston Redevelopment Authority or by any purchaser or lessee from it (or any successors in interest of such purchasers or lessees) by which land in the Project Area or any improvements, facilities or appurtenances constructed on such land, is restricted, either by the Boston Redevelopment Authority or by such purchasers, lessees or successors in interest, upon the basis of race, creed, color, or national origin, in the occupancy thereof.
4. Compliance with Anti-Discrimination Laws: Redevelopers shall comply with all State and local laws in effect from time to time prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease or occupancy of property in the Project Area, provided that this section shall not apply to the United States of America.

5. Interim Uses: The Boston Redevelopment Authority may devote properties acquired by it in the Project Area, prior to the time such properties are needed for redevelopment purposes, to temporary uses for parking, relocation, or recreation, in accordance with such standards, controls, and regulations as the Authority may deem appropriate.
6. Definitions Applicable in the Interpretation of Building Requirements and Restrictions:
 - a. Floor Area Ratio: The direct ratio of the total, above grade, gross floor area of a building to the total area of the disposition parcel.
 - b. Building Coverage: The percentage of the disposition parcel covered by the ground floor of the building.
 - c. Height: The height of a building shall be measured from the mean grade of the sidewalk or a given grade elevation to the top of the parapet of the building facade. Grade elevations are measured from Boston Base.
 - d. Setback: The distance between the disposition parcel line and a line beyond which no part of the building may protrude.
 - e. Building Envelope: A building envelope is the geometric figure defined by the application of height, setback and similar controls for a disposition parcel.
 - f. Arcade: An area of a building which is open to public access along its entire length.
7. Landscaping: All open areas must be suitably landscaped so as to provide a visually attractive environment.

8. Sign Control: Signs within the Project Area shall be restricted to the non-animated and non-flashing type, identifying only the establishment and nature of its products. All signs must be suitably integrated with the architectural design of the structure which they identify. No sign shall project above the roof of the structure on which it is mounted. No sign shall project beyond the face of the building more than 24". The size, design, location and number of signs shall be approved by the Authority. No signs or advertising shall be placed on the exterior facade on or above the floor level of the third floor of any structure. Any exceptions to the above controls, or the placement or replacement of any sign during the 40-year period referred to above, must be approved by the Boston Redevelopment Authority.
9. Exterior Lighting: Exterior lighting may be used to light doors, entrances, show windows, plazas, and open spaces. It shall be located and shielded so as to prevent glare on adjacent properties. No flood lighting of buildings or streets will be permitted except by special approval of the Boston Redevelopment Authority.
10. Off-Street Loading: Servicing of all buildings shall be off-street, except that not-to-be-acquired parcels and parcels designated for rehabilitation may be exempted in writing, by the Boston Redevelopment Authority, where existing conditions make compliance with this requirement impossible. Developers shall provide access to such servicing areas only where permitted under Section II. B below.

The following are the off-street loading bay requirements for each parcel, unless otherwise provided under Section II B:

Number of Bays Required for New Structures by
Gross Floor Area of Structures
(in thousands of square feet)

Gross Floor Area (in thousands of square feet)	Under 15	15- 100	100 150	150- 300	300 and over
Number of Bays Required	0	1	2	3	4, plus 1 for each addit'nal 150,000 sq.ft.

Off-Street loading bay requirements do not apply to any of the following uses:

Fire Station
Police Station
Telephone exchange
Drive-in restaurant
Outdoor recreation places
Parking garage

11. Open Parking Areas: Open parking areas must be paved and landscaped and effectively screened to provide an attractive visual appearance. The number of parking spaces provided must be consented to in writing by the Boston Redevelopment Authority.
12. Storage: The open air storage of materials, equipment or merchandise, other than automobiles, shall not be permitted in any section of the Project Area.
13. Uses: The Project Area shall generally be devoted to office and business uses, and landscaped open areas. Specific uses for each parcel are set forth in Section II. B. In each case, and unless specifically otherwise provided, designation of a particular use includes all accessory and ancillary uses, customarily or reasonably incident to the use specified, or the use on an adjoining parcel. Retail businesses are permitted on all private parcels except those devoted to open space. Restaurants are permitted on all parcels except those devoted to open space. Landscaped open space is permitted as an accessory use on any parcel. Within the

purview of this Section, the Authority may permit on any parcel such uses as are consistent with the objectives of the Project.

14. Utility Easements. Easements for utilities shall be provided, as needed, by the Authority.
 15. Subway Facilities. Provision shall be made for subway tunnels, stations, and access facilities as needed and disposition parcels shall be subject to easements and other rights as appropriate in accordance therewith. In addition, developers on each parcel may construct or arrange to have constructed such additional facilities as they deem desirable.
 16. Arcaded Pedestrian Ways. Arcaded pedestrian ways are permitted on all disposition parcels.
 17. Subway Easements. Easements for existing subway tunnels must be maintained, and construction shall proceed so as not to damage or threaten damage to or cause leakage in or impair the structure or support of or interfere in any way with the use of Metropolitan Transit Authority facilities, and any existing above ground facilities must be restored or replaced in a manner acceptable to the Metropolitan Transit Authority.
 18. Automobile Passenger Discharge Area. Buildings in public use shall provide automobile passenger discharge areas, in such a way as not to impede traffic flow.
 19. Provisions for Handicapped People. All new buildings in the Project Area shall be so designed that persons in wheelchairs can enter and leave and travel about the building in a reasonable manner without undue obstruction. Appropriate entrances and exits for such persons shall be constructed on all major frontages.
- B. Specific Land Use Provisions and Building Requirements Applicable to Particular Parcels.

PARCEL 6

1. Permitted Uses

This parcel shall be devoted to public office and institution.

2. Building Requirements

- a. Floor Area Ratio: not to exceed eight.
- b. Building Coverage: not applicable.
- c. Height: not to exceed 140' or to be less than 100' above elevation 34.0'.
- d. Setback: not applicable.
- e. Building Envelope: east facade of building must form an effective visual enclosure to Dock Square.
- f. Parking: no open parking permitted. Enclosed parking permitted below elevation of Government Center Plaza as it abuts upon Parcel 6. Automobile servicing for official vehicles permitted provided such services are entirely within an enclosed structure.
- g. Access: for parking and loading by right turn only from New Congress Street.
- h. Loading Bays: at least 5 loading bays shall be provided.

REDEVELOPER'S OBLIGATIONS

A. DESIGN CONTROLS

Redevelopment and rehabilitation of land in the Project Area shall be made subject to the regulations and controls specified herein. The purpose of such regulations and controls is to assure that the renewal of the Area will conform to the planning and design objectives set forth above. It is therefore the obligation of all redevelopers not only to comply with these controls but also to familiarize themselves with the planning and design objectives and to prepare development or rehabilitation proposals which are in harmony therewith. All such proposals will be subject to design review, comment and approval by the Boston Redevelopment Authority prior to land disposition and prior to commencement of construction. In addition to assuring compliance with specific controls set forth above, the Authority will evaluate the quality and appropriateness of proposed development with reference to the general design considerations set forth above.

B. OBLIGATION TO BUILD

The redeveloper will be obliged, under the terms of the disposition instrument, to carry out certain specified improvements, within a reasonable period of time as set forth in the instrument.

C. DISPOSITION OF PROPERTY BY REDEVELOPER

The redeveloper will not be permitted to dispose of property until the improvements are completed without the prior written consent of the Boston Redevelopment Authority, which consent will not be granted except under conditions that will prevent speculation and protect the interests of the City of Boston and the Boston Redevelopment Authority.